

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GARDEN CITY BOXING CLUB, INC.)	
)	
Plaintiff,)	
v.)	
)	CV-07-8081
1900 JEROME AVE. SPORTS BAR INC.)	
d/b/a MONUMENT SPORTS BAR)	
and GRISELDA A. REYES)	
)	
)	
Defendants.)	

PLAINTIFF'S MEMORANDUM OF LAW
IN SUPPORT OF REQUEST FOR JUDGMENT BY DEFAULT

Plaintiff, Garden City Boxing Club, by its attorneys, Paul J. Hooten & Associates, files this Memorandum of Law and says:

POSTURE OF THIS CASE

On September 14, 2007, Garden City Boxing Club, Inc. filed suit against 1900 Jerome Ave. Sports Bar, Inc. d/b/a Monument Sports Bar and Griselda A. Reyes. The lawsuit charged the Defendants with a violation of Section 705 of the Federal Communications Act of 1934, as amended, 47 U.S.C. §605 (the "Statute").

Upon the failure of the Defendants, 1900 Jerome Ave. Sports Bar, Inc. d/b/a Monument Sports Bar and Griselda A. Reyes, to timely file an Answer or any other responsive pleading, the Plaintiff filed and requested that a default judgment be entered against the Defendants. A Clerk's Notation of Default is on file with this Court. Pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure, a default judgment is appropriate.

Once a default judgment is entered, "it generally is treated as a conclusive and final adjudication of the issues necessary to justify the relief awarded and is given the same

effect as between the parties in the United States District Court in the merits." Wright, SOUTHERN DISTRICT OF NEW YORK
 Miller & Kane, Federal Practice and Procedure, §2684, p. 419-20. Therefore, all of the GARDEN CITY BOXING CLUB, INC.)
 facts alleged in the Complaint should be considered as true and are binding on the Plaintiff,)
 Defendant. See Danning v. Lavine, 572 F.2d 1386, 1388 (9th Cir. 1978); Wright, §2688,) CV-07-8081
 1900 JEROME AVE. SPORTS BAR, INC.)
 d/b/a MONUMENT SPORTS BAR)
 GRISelda A. REYES)
 Plaintiffs)
 Statute.)
 Defendants.)

FACTS

Garden City Boxing Club, Inc.)
 Plaintiff,)
 IN SUPPORT OF REQUEST FOR JUDGMENT BY DEFAULT)
 agreement (the "License Agreement") to exhibit the closed-circuit telecast of the)
 Plaintiff, Garden City Boxing Club, by its attorneys, Paul J. Hooten & Associates,)
 September 18, 2004 Championship boxing match between Oscar De La Hoya and Bernard)
 files this Memorandum of Law and says:)

Hopkins (the boxing match and all related bouts are collectively referred to as the "Event"),)

POSTURE OF THIS CASE

at closed-circuit locations such as theaters, arenas, bars, clubs, lounges, restaurants and)
 On September 14, 2007, Garden City Boxing Club, Inc. filed suit against 1900)
 the like throughout New York.)

Jerome Ave. Sports Bar, Inc. d/b/a Monument Sports Bar and Griselda A. Reyes. The)
 In the State of New York, the Event was legally available to the public only through)
 lawsuit charged the Defendants with a violation of Section 705 of the Federal)
 very limited means. A commercial establishment, such as a bar, restaurant or lounge,)
 Communications Act of 1934, as amended, 47 U.S.C. §605 (the "Statute").)

could receive and broadcast the Event only after entering into a contractual agreement with)

Upon the failure of the Defendants, 1900 Jerome Ave. Sports Bar, Inc. d/b/a)
 Garden City Boxing Club, Inc. A residential cable subscriber could only obtain the Event)
 Monument Sports Bar and Griselda A. Reyes, to timely file an Answer or any other)
 by purchasing it for an additional fee through the subscriber's residential pay-per-view)
 responsive pleading, the Plaintiff filed and requested that a default judgment be entered)
 cable system.)

against the Defendants. A Clerk's Notation of Default is on file with this Court. Pursuant)

The interstate satellite transmission of the Event was electronically coded or)
 to Rule 55(b)(2) of the Federal Rules of Civil Procedure, a default judgment is appropriate.)
 scrambled and was not intended for the use of the general public. If a commercial)

Once a default judgment is entered, "it generally is treated as a conclusive and final)
 establishment was authorized by Garden City Boxing Club, Inc. to receive the Event, it was)
 adjudication of the issues necessary to justify the relief awarded and is given the same)